

**PLEASE FILL OUT COMPLETELY!  
 ANY OMITTED INFORMATION COULD BE  
 CAUSE FOR DENIAL OF CREDIT**

**GENERAL INFORMATION**

Date: \_\_\_\_\_ Information Given By: \_\_\_\_\_

Firm Name or Individual \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Date Established \_\_\_\_\_

Individually Owned  Partnership  Corporation  Annual Sales \_\_\_\_\_ State & Year of Incorporation \_\_\_\_\_

If Partnership or Sole Owner: SS# \_\_\_\_\_ Fed.Tax ID# \_\_\_\_\_ Are you taxable? Yes  No

If no, please send resale certificate. Nature of Business \_\_\_\_\_

Is this company a branch or division of another company? Yes  No  If yes, Name & Address \_\_\_\_\_

\_\_\_\_\_ Are purchase orders required? Yes  No

Purchasing Contact \_\_\_\_\_ Acct s. Payable Contact \_\_\_\_\_

Are you listed in Dun & Bradstreet? Yes  No  Duns # \_\_\_\_\_

**BONDING INFORMATION**

Name \_\_\_\_\_ Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Bonding Capacity \_\_\_\_\_

Surety \_\_\_\_\_

**BANK REFERENCE: (Form may be copied or faxed and is valid as original. We authorize the bank to provide requested account information.)**

Name \_\_\_\_\_ Tel. ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Address \_\_\_\_\_ Account Officer \_\_\_\_\_

Checking Account # \_\_\_\_\_ Authorized Signature\* \_\_\_\_\_

\* (Original signature required to release bank information.)

**TRADE REFERENCES (Suppliers Only)**

Name \_\_\_\_\_ Account # \_\_\_\_\_ Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Tel. ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_ Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Tel. ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

**HAS ANY OWNER OR OFFICER BEEN INVOLVED IN A BANKRUPTCY OR A FORCED LIQUIDATION?** Yes  No

**CREDIT APPLICATION**

I understand that if credit is approved, all sales are subject to the terms and conditions on the reverse side hereof which I hereby agree to by making application credit. I further understand that if payment is not made on or before the last day of the calendar month following the month of delivery, I will be obligated to pay late charges, computed at the rate of one and one-half percent (1.50%) per month, and attorney's fees and other costs of collection incurred by you pursuant to the terms and conditions on the reverse side hereof.

I understand you will be relying upon the above information furnished by me as a basis for extending credit and I hereby represent to you that all of the information furnished above is true and correct as of the date hereof. You are authorized to obtain from any references named above such further credit information as you may require concerning the information furnished in this application. This application and all information furnished by me or others on my behalf at your request in connection with this application shall remain your property, whether or not credit is extended.

For partnerships, signatures and sole owner data required for each partner:

\_\_\_\_\_  
 Firm Name

By: \_\_\_\_\_  
 Owner, Officer or Authorized Agent (Original signature required.)

\_\_\_\_\_  
 Title

Prices and terms subject to change without notice.

1. Payment and Service Charges. Seller acknowledges receipt of that portion of the purchase price indicated on the face hereof. If the balance of the purchase price is not paid on or before the last day of the calendar month following the month of delivery, Buyer agrees to pay Seller service charges equal to one and one-half percent (1-1/2%) of the amount of such delinquent payment, or any portion thereof, such charges to accrue and be payable on a monthly basis for each and every calendar month for which full payment, together with the accrued service charges, is delinquent.

2. Lien Rights. Buyer shall provide to Seller job information or a location for each purchase where applicable and understands that Seller shall perfect lien rights in the event of non-payment within terms of sale.

3. Seller's Right to Substitute. Seller shall have the right to substitute items of Property of comparable quality and workmanship for specific Property ordered by Buyer which is not currently in Seller's open stock. The obligation of Seller to deliver to Buyer the Property is subject to Seller's inventory on hand in open stock, which items are subject to prior sale, and if Seller is unable to furnish the Property specified, Seller hereby reserves the privilege to cancel such items and deduct the price thereof from the balance owed by Buyer under this agreement.

4. Nonconforming Goods. Buyer shall notify Seller in writing within twenty-four (24) hours after delivery of any nonconforming items of Property or any deficiencies or shortages, otherwise all such claims shall be deemed waived by Buyer. The use by Buyer of any Property claimed to be non conforming or deficient shall constitute acceptance of such items by Buyer. Unless Seller otherwise specifically agrees, Buyer shall have no right to withhold payment of the purchase price or to adjust the amount of the purchase price because of any such claim.

5. Title. Title to all Property shall be retained by Seller until payment by Buyer. Risk of loss or damage for all Property shall pass to Buyer at the time of delivery of the Property to Buyer or pick-up of the Property by Buyer. Risk of loss or damage shall take place at curbside upon delivery prior to stocking and spreading.

6. Security Interest. Buyer hereby grants to Seller a purchase money security interest in all Products and the proceeds of such Products sold and delivered to Buyer hereunder. Buyer agrees promptly upon reasonable demand by Seller to execute a Uniform Commercial Code (UCC) financing statement and other similar documents reasonably deemed necessary or desirable by Seller. Buyer hereby appoints Seller its attorney -in-fact to file or record such documents. Buyer hereby represents to Seller that there are no liens, attachments, or other obligations in the name of a third party, including a lending institution, except as noted, which would in any way impair or diminish the security interest herein granted to Seller. Distributor agrees to notify Seller should any security interests or guarantees be given. Until payment is received in full by Seller and title has passed to Buyer, Buyer shall not suffer or permit any lien or attachment to be levied on the Products.

7. Liens and Insurance. Buyer shall not permit any lien, encumbrance or security interest to attach to any of the Property or to be levied upon any of the Property under legal process, or dispose of the Property, other than in the ordinary course of business, or permit anything to be done that may impair the value of the Property, prior to the payment in full of the balance of the purchase price. Buyer shall insure the Property against risk of loss or damage by fire, including extended coverage, theft, and such other casualties in an amount equal to the full replacement value thereof, loss payable endorsements on all such policies to be payable to Seller and Buyer as their interests may appear.

8. Buyer's Default. Occurrence of any of the following with respect to Buyer shall constitute an event of default under this agreement:

- (i) failure to pay when due the balance of the purchase price;
- (ii) failure to pay when due any costs or expenses necessary to preserve or protect the Property;
- (iii) the business failure, or the failure or inability to pay debts in the ordinary course or as they become due or insolvency with the meaning of the federal bankruptcy laws or state insolvency laws or otherwise;
- (iv) the commission of any act of bankruptcy, assignment for the benefit of creditors, composition of creditors or the commencement of any proceedings, whether voluntary or involuntary, under any federal or state bankruptcy, reorganization, or insolvency laws.

9. Seller's Remedies Upon Buyer's Default. Upon the occurrence of default, Seller shall have all the rights and remedies available to Seller under the New Jersey Uniform Commercial Code or other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative.

10. Attorney's Fees. Buyer hereby agrees to pay to Seller all attorneys' fees and costs and expenses of enforcement of this agreement, including without limitation service of process fees, filing fees, court and court reporter costs, investigative costs, expert witness fees, appraisal fees, trustee and master fees, receivers' fees, keeper fees, and the costs of any bonds, whether otherwise taxable or not, incurred by Seller.

PERSONAL GUARANTY

To induce American Environmental Enterprises, Inc, DBA THESAFETYHOUSE.COM To enter into contracts to extend credit to \_\_\_\_\_, undersigned, do hereby personally guaranty collectively and individually the full and immediate payment to \_\_\_\_\_ of all indebtedness incurred for materials supplied to \_\_\_\_\_, to include late charges, attorney's fees and credit extended or any change in the form of said indebtedness. Notice of extension of credit and any right to demand American Environmental Enterprises, Inc, DBA THESAFETYHOUSE.COM, proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice to American Environmental Enterprises, Inc, DBA THESAFETYHOUSE.COM. Any revocation does not revoke the obligation of the guarantors to provide for prompt payment for indebtedness incurred prior to the revocation. The undersigned does hereby agree to the terms of credit and does hereby guarantee all indebtedness. The undersigned does hereby state that the information in this application is true and correct, and can be relied on by American Environmental Enterprises, Inc, DBA THESAFETYHOUSE.COM.

Signed \_\_\_\_\_ (Original signature required.)

Date \_\_\_\_\_

Signed \_\_\_\_\_ (Original signature required.)

Date \_\_\_\_\_